

BY-LAWS  
OF  
WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - OFFICES

The principal office of the corporation shall be located at 1655 Markham Woods Road, Longwood, Florida 32750, or at such other place as shall be designated from time to time by the Board of Directors. At any time that the location and address of the principal office of the corporation is changed, the Board of Directors shall cause a notice thereof to be mailed to the members at their respective addresses as they appear on the books of the corporation.

ARTICLE II - MEMBERS MEETINGS

Section 1. Annual Meetings. The annual meeting of the members of the corporation shall be held at the office of the corporation or at such other place reasonably convenient to the members as shall be designated by the Board of Directors on the first Tuesday in February of each year at such time as shall be designated by the Board of Directors, for the purpose of electing directors and the transaction of such other authorized business as may come before the meeting, provided, however that if said date is a legal holiday, the meeting shall be held on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the members of the corporation shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of written request to do so from members holding one-half of the eligible votes given members of the corporation.

0-30  
day  
notice

Section 3. Notice of Meetings Notice of all meetings of the members stating the time and place and purposes for which the meeting is called shall be in writing and shall be served upon or mailed to each member not less than ten days nor more than thirty days before the date of such meeting. Said notice shall be sufficient if mailed to each member as his or her name is shown on the books of the corporation at his or her address as shown on the books of the corporation. Notice of any meeting may be waived before or after the meeting. Proof of service or mailing of such notice shall be given by the affidavit of the person giving the notice.

Section 4. Quorum At any meeting of the members, a quorum shall consist of members holding one-half of the eligible votes given members of the corporation except as may be otherwise provided in or required by the Declaration of Covenants and Restrictions or the Articles of Incorporation. Any act approved by a majority of the eligible votes cast at a meeting at which a quorum is present shall constitute the act of the members and shall be binding upon the members unless otherwise provided in or required by the Declaration of Covenants and Restrictions or the Articles of Incorporation.

Section 5. Voting At any meeting, the total number of eligible votes and voting rights shall be in accordance with the provisions of the Articles of Incorporation.

Section 6. Proxies Votes may be cast in person or by proxy. All proxies shall be in writing and shall be filed with the secretary of the corporation prior to the adjournment of the

meeting and the Secretary shall record in the Minutes of the meeting the names of all members for whom proxies have been filed with the name of the person to whom each proxy is given.

Section 7. Adjourned Meetings If a quorum is not present at any meeting, the members who are present either in person or by proxy may adjourn the meeting from time to time to a time certain set forth in the minutes of the meeting until such time as a quorum is present. Such Minutes and the date to which the meeting has been adjourned shall be made available by the Secretary at reasonable times to any member requesting same.

### ARTICLE III - DIRECTORS

Section 1. Number of Directors; Tenure; Vacancies The affairs of the corporation shall be managed by a Board of three directors who shall be elected annually at the annual meeting of the members and shall hold office until his or her successor has been elected and has qualified or until he or she is removed as herein provided. Any vacancy on the Board of Directors may be temporarily filled by the remaining directors to serve until a replacement is duly elected at a special meeting of the members called for that purpose as provided by these By-Laws.

Section 2. Nomination and Manner of Election a nominating committee composed of three members shall be appointed by the Board of Directors not less than thirty days prior to the annual meeting or a special meeting called for the purpose of filling a vacancy on the Board of Directors. The committee shall nominate one person for each position to be filled on the Board of Directors and shall obtain such person's consent to serve if elected.

Additional nominations may be made from the floor at the meeting providing the consent of the nominee to serve if elected is obtained prior to or at the time of such nomination. Election of directors shall be by written ballot unless dispensed with by unanimous consent of all members holding all of the eligible votes present at the meeting.

Section 3. Removal of Director. Any director may be removed at a duly called and constituted special meeting of the members of the corporation called for that purpose and a replacement shall be elected at the same meeting or at a subsequent meeting called for such purpose in accordance with the provisions of these By-Laws.

Section 4. Regular Meetings. Within ten (10) days after the annual meeting of the members, the Board of Directors shall meet at such time and place as shall be fixed by the directors for the purpose of organizing, electing officers and transacting such other business as may properly come before them. Other regular meetings of the Board of Directors shall be held at such times and places and with such notices as shall be determined from time to time by the Board of Directors provided, however, that notice of such regular meetings shall be given by mail, personal delivery, or telephone not less than five (5) days prior to the date of such meeting. Notice of such meeting may be waived by any director before, at, or after said meeting.

Section 5. Special Meetings Special meetings of the Board of Directors may be called by the President or by any member of the Board of Directors at any reasonable time. Notice of such

special meeting shall be served upon, telephoned or mailed to each director at his last known address as shown by the corporation records at least three (3) days prior to the date of said meeting. Said notice shall state the time and place of said meeting and shall state the purpose thereof. Notice of such meeting may be waived by any director before, at or after said meeting.

Section 6. Quorum. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting and the acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Covenants and Restrictions, the Articles of Incorporation or these By-Laws.

Section 7. Adjourned Meetings If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time to a time certain set forth in the Minutes of the meeting until such time as a quorum is present, and any business that might have been transacted at the meeting as originally called may be transacted at such subsequent meeting without further notice.

Section 8 Compensation of Directors Compensation or fees to the Directors, if any, shall be determined by the members of the corporation.

#### ARTICLE IV - OFFICERS

Section 1. Election The directors of the corporation shall elect a President, a Vice-President, a Secretary, and a Treasurer annually at the organizational meeting of the Board of Directors following the annual meeting of the corporation, and shall prescribe the compensation and the duties of each subject to the provisions of these By-Laws, the Articles of Incorporation and the Declaration of Covenants and Restrictions. More than one office may be held by the same person except that the office of President and Secretary shall not be held by the same person. The Board of Directors may elect such other officers and designate their powers and duties and may employ such agents, managers and other persons as the Board shall find necessary for the management of the affairs of the corporation.

Section 2. Removal of Officers. Any officer may be removed at a duly called and constituted special meeting of the Board of Directors called for that purpose by the affirmative vote of a majority of the entire Board of Directors, and a replacement may be elected at the same meeting or at any subsequent meeting called for such purpose in accordance with the provisions of these By-Laws.

#### Section 3. Duties of Officers

A. The President. The President shall be the chief executive officer of the corporation and shall preside at all meetings of the members of the corporation and of the Board of Directors of the corporation. He shall have all of the usual powers and duties vested in the office of President of a

non-profit corporation of this type and as may be delegated to him from time to time by the Board of Directors.

B. The Vice-President. The Vice-President shall perform the duties and exercise the powers of the President in the absence or disability of the President and shall generally assist the President and perform such other duties as are incident to his office and as shall be delegated to him by the Board of Directors.

C. The Secretary. The Secretary shall keep the Minutes of all meetings of the Board of Directors and all meetings of the membership of the corporation. He shall attend to the giving and serving of all notices to the shareholders and directors and other notices required by law or by these By-Laws. He shall affix the seal of the corporation to all instruments requiring a seal. He shall have charge of the records of the corporation, including the Minute Book, membership records and such other books and records as the Board of Directors may direct. He shall perform such other duties as are incident to the office of Secretary or as may be delegated to him by the Board of Directors.

D. The Treasurer. The Treasurer shall have custody of all funds, securities, evidences of indebtedness and other personal property of the corporation and shall deposit or cause to be deposited the same in such depository as the directors or the president shall designate. He shall receive and give receipts and acquittances for moneys paid in on an account of the corporation, and shall pay out or cause to be paid out of the

funds on hand all bills, payrolls and other just debts of the corporation of whatever nature upon maturity of the same. He shall enter or cause to be entered regularly in the books of the corporation to be kept by him or under his supervision for that purpose, full and accurate accounts of all moneys received and paid out by him on account of the corporation, and he shall perform all other duties incident to the office of Treasurer and as may be delegated to him by the Board of Directors.

Section 4. Compensation. The compensation of all officers and employees of the corporation shall be fixed by the directors. The provisions in these By-Laws that the fees of directors shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the corporation and paying him reasonable compensation in such capacity.

#### ARTICLE V - MEMBERSHIP

Section 1. Membership in the corporation shall be governed and controlled by the provisions of the Articles of Incorporation and the Declaration of Covenants and Restrictions recorded in O. R. Book 1373, page 0003, Public Records of Seminole County, Florida, as same may be amended or added to from time to time.

Section 2. A record of the names and addresses of each member shall be kept in accordance with the provisions of the Articles of Incorporation and Declaration of Covenants and Restrictions and in such form as the Board of Directors may from time to time direct.



## ARTICLE VI - FISCAL MANAGEMENT

Section 1. The provisions for the fiscal management of the corporation and the making and collection of assessments shall be as set forth in the Articles of Incorporation and Declaration of Covenants and Restrictions as same may be amended from time to time.

Section 2. Depositories. The funds of the corporation shall be deposited in such banks or trust companies as may be designated from time to time by the Board of Directors.

Section 3. Checks, Notes and Orders for Payment of Money. Checks, notes, drafts, bills of exchange, and orders for the payment of money shall be signed or endorsed for collection or deposit in such manner as shall be determined by the Board of Directors.

## AMENDMENTS

These By-Laws may be altered, amended or repealed by the members of the corporation at a regular or special meeting by affirmative vote of two-thirds of the total eligible votes given members of the corporation as provided in the Articles of Incorporation, which votes may be in person or by proxy. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which such proposed amendment is to be considered. Amendments to these By-Laws may be proposed by the Board of Directors, by a majority vote of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or amendments may be proposed by a Petition signed by members holding fifteen percent (15%) of the total eligible votes given members of the corporation.

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ARTICLES OF INCORPORATION  
OF  
WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for pecuniary profit and do hereby certify:

ARTICLE I

The name of the corporation is WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The registered office of the Association is located at 1655 Markham Woods Road, Longwood, Florida 32750.

ARTICLE III

GORDON S. HUNT, whose address is 1655 Markham Woods Road, Longwood, Florida 32750, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The purpose of this Association shall not be for pecuniary gain or profit to the members thereof and no part of the income thereof shall be distributable to its members, directors or officers. The purposes for which it is formed are as follows:

(a) To provide for the improvement, maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described as:

All of WINGFIELD NORTH, according to the  
plat thereof as recorded in Plat Book 26  
Page(s) 18 and 19, Public Records of  
Seminole County, Florida,

and within any additional properties which may be added thereto;

(b) To promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association;

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that Certain Declaration of Covenants and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Seminole County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(d) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise acquire and dispose of real or personal property in connection with the affairs of the Association;

(f) To borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as shall have the assent of two-thirds (2/3) of each class of the members;

(h) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(i) To make, amend and enforce reasonable regulations respecting the use of the Common Area, property and facilities within the property;

(j) To enforce by all legal means the provisions of the Declaration of Covenants and Restrictions for the property, these Articles and the By-Laws of the corporation; and

(k) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V

#### MEMBERSHIP

Every record owner, including the Developer, as defined in the Declaration of Covenants and Restrictions, of the fee simple title to any lot within the property described in Article IV hereof or within any additions to said property as defined in the Declaration of Covenants and Restrictions, shall be a member of the Association, except that a builder who in the normal course of business purchases a lot for the purpose of constructing a Living Unit thereon for resale shall not become a member of the Association so long as such Living Unit is not occupied. If a builder does allow such Living Unit to be occupied, he shall become a member of the Association. No person or entity who holds record title or any interest in any lot merely as security for the performance of any obligation shall be a member. The Developer shall be considered the owner of a fee interest in and therefore a member in regard to all unsold lots. The Developer shall also have the

same voting rights as a Class A Member to all lots owned by persons or entities not entitled to membership herein defined.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners described in Article V hereof with the exception of the Developer. Class A Members shall be entitled to one vote for each Living Unit in which they hold the interests required for membership by Article V hereof. When more than one person or entity holds such interest or interests in any Living Unit, all such persons or entities shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

Class B. Class B Member shall be the Developer as defined in the Declaration of Covenants and Restrictions. The Class B Member shall be entitled to four (4) votes for each Lot or Living Unit in which it holds the interest required for membership by Article V hereof, provided that the Class B membership shall cease and become converted to Class A Membership when the total votes outstanding in Class A Membership equal the total votes outstanding in the Class B Membership, at which time the Class B Membership shall be determined to be a Class A Membership and entitled to vote as such.

#### ARTICLE VII

##### NAMES AND RESIDENCES OF SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are:



<u>Name</u>	<u>Residence</u>
GORDON S. TUTT	1655 Markham Woods Road Longwood, Florida 32750
GLENDIA GAIL WATSON	5700 S. Orange Blossom Trail Orlando, Florida 32809
JERRY R. CREWS	886 Great Ben Road Altamonte Springs, Florida 32701

#### ARTICLE VIII

##### OFFICERS

The officers who are to manage the affairs of the Association and the names of the officers to serve until the first election or appointment under the Articles of Incorporation are as follows:

President and Treasurer	GORDON S. TUTT 1655 Markham Woods Road Longwood, Florida 32750
Vice-President and Secretary	GLENDIA GAIL WATSON 5700 S. Orange Blossom Trail Orlando, Florida 32809

#### ARTICLE IX

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors and the number of directors may be changed from time to time by amendment of the by-laws of the Association, but there shall never be less than three (3) directors. The names and addresses of the persons who are to act in the capacity of directors until the annual election of their successors are:

<u>Name</u>	<u>Residence</u>
GORDON S. TUTT	1655 Markham Woods Road Longwood, Florida 32750
GLENDIA GAIL WATSON	5700 S. Orange Blossom Trail Orlando, Florida 32809
JERRY R. CREWS	886 Great Ben Road Altamonte Springs, Florida 32701

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

ENACTMENT AND  
AMENDMENTS OF BY-LAWS

The By-Laws of the Association are to be made, altered, or rescinded by the Members at a regular or special meeting by affirmative vote of two-thirds (2/3) of the total eligible votes given members of the Association as herein provided, which votes may be in person or by proxy.

ARTICLE XII

AMENDMENT OF ARTICLES OF INCORPORATION

Amendment to these Articles of Incorporation may be proposed by the Board of Directors by majority vote of a quorum of the Board of Directors, or amendments may be proposed by petition signed by Members holding fifteen percent (15%) of the total eligible votes given Members of this Association. Amendments to these Articles of Incorporation shall be adopted at a regular or special meeting of the members in accordance with the By-Laws of the Association by an affirmative vote of two-thirds (2/3) of the total eligible votes given Members of the Association as herein provided, which votes may be in person or by proxy.

ARTICLE XIII

INDEMNIFICATION

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or

Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

IN WITNESS WHEREOF the Subscribers have hereunto affixed their signatures on this 8<sup>th</sup> day of JANUARY, 1982.

Gordon S. Nutt (SEAL)

Glenda Gail Watson (SEAL)

Jerry R. Crews (SEAL)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, on this day personally appeared GORDON S. NUTT, GLENDA GAIL WATSON and JERRY R. CREWS, who, being duly sworn, acknowledged the execution of the foregoing Articles of Incorporation of WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC. for the purposes expressed in such Articles.

WITNESS my hand and official seal in the State and County last aforesaid, this 8<sup>th</sup> day of JANUARY, 1982.

L. J. Nuttall  
Notary Public, State of Fla. at Large

My commission expires:

Notary Public, State of Florida  
My Commission Expires: 12/31/84



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FL.

THIS INSTRUMENT PREPARED BY:

NAME William H. Beardsley, Jr.  
ADDR P.O. Box 3431, Coral Gables

Orlando, Florida 32802

AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS  
WINGFIELD NORTH

KNOW ALL MEN BY THESE PRESENTS, That the undersigned hereby amend the Declaration of Covenants and Restrictions on Wingfield North, recorded January 8, 1982 in O.R. Book 1373, page 0003, Public Records of Seminole County, Florida, in the following manner and particulars and declare that the real property described as the Property in Article I of said Covenants and Restrictions, to-wit:

All of WINGFIELD NORTH, according to the plat thereof recorded in Plat Book 26, Pages 18 and 19, Public Records of Seminole County, Florida.

shall be held, transferred, sold, conveyed and occupied subject to said covenants, restrictions, easements, charges and liens recorded in O.R. Book 1373, page 0003, as herein amended in the same manner and to the same extent as though these amendments had been included in said Covenants and Restrictions at the time they were originally executed:

1. Article VI first paragraph is hereby amended to read as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot until the plans and specifications, prepared by an architectural review board approved architect, licensed and registered in the State of Florida, showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

2. Article VI Section 3, Paragraph (b) second sentence is amended to read as follows:

For any of the above ARB shall be furnished plans and specifications prepared by an Architectural Review Board approved architect licensed and registered in the State of Florida showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

3. Article VI is amended by the addition of Section 5 as follows:

Section 5. Preparation of Plans and Specifications  
All plans and specifications required or provided for herein and/or in the Planning Criteria, shall be prepared by an architect approved by the Architectural Review Board and licensed and registered in the State of Florida.

Wingfield North  
10. En 1157  
Amended 7/ 52750

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CT. FL.

4. Article VIII is amended by the addition of paragraph eight (8) as follows:

8. Construction to be by licensed Builder

All Buildings constructed on any lot and any structural additions or alterations thereto shall be constructed by a licensed Builder approved by the Architectural Review Board.

5. Article II, paragraph 1 of the planning criteria for the Architectural Review Board, shown in Exhibit "A" is amended to read as follows:

1. DWELLING QUALITY AND SIZE:

Each single family dwelling shall be located on a lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 2,800 square feet of actually and fully enclosed building exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaces, and exclusive of any accessory building; except that said minimum floor area for lots 6, 12, 26, 28, 32, and 33 shall be 2,300 square feet.

IN WITNESS WHEREOF, WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, the Developer, has caused these presents to be signed by its President and its corporate seal to be affixed, and GORDON S. NUTT, JERRY R. CREWS, and ROBERT A. HARRIS, the members of the Architectural Review Board, have set their hands and seals this 19th day of February, 1982.

Witnesses:

WINGFIELD DEVELOPMENT COMPANY

Glenda Gail Watson  
Barbara P. Afflerbach

By:

Harold A. Nutt  
President

Glenda Gail Watson  
Barbara P. Afflerbach

Gordon S. Nutt  
Gordon S. Nutt

Glenda Gail Watson  
Louis H. Ethel

Jerry R. Crews  
Jerry R. Crews

Glenda Gail Watson  
Glenda Gail Watson

Robert A. Harris  
Robert A. Harris

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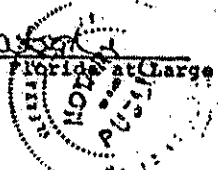
FL.

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, personally appeared Gordon S. Nutt, known to me to be the President of WINGFIELD DEVELOPMENT COMPANY, a Florida Corporation and he acknowledged that he executed the aforesaid instrument and affixed the corporate seal of the corporation thereto under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of February, 1982.

Glenda Gail Watson  
Notary Public, State of Florida at Large  
My commission expires:

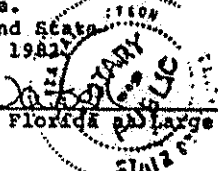


STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared GORDON S. NUTT, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid, this 19<sup>th</sup> day of February, 1982.

Glenda Gail Watson  
Notary Public, State of Florida at Large  
My commission expires:



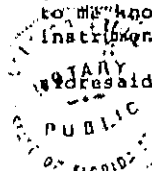
STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JERRY R. CREWS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid, this 19<sup>th</sup> day of February, 1982.

James L. Cottrell  
Notary Public, State of Florida at Large  
My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 20, 1984  
Issued by Seminoles County Corp.

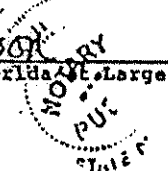


STATE OF FLORIDA  
COUNTY OF

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared ROBERT A. HARRIS, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid, this 19 day of February, 1982.

Glenda Gail Watson  
Notary Public, State of Florida at Large  
My commission expires:



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
My Commission Expires Jan. 20, 1984  
Issued by Seminoles County Corp.

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AMENDMENT AND SUPPLEMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
ON WINGFIELD NORTH AS AMENDED TO INCLUDE  
WINGFIELD NORTH PHASE II

THIS INSTRUMENT is executed this 10<sup>th</sup> day of November, A.D., 1987, by WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, hereinafter called the Developer for the purpose of amending the Declaration of Covenants and Restrictions, recorded January 8, 1982 in O. R. Book 1373, Page 0003, as amended by instrument recorded March 12, 1982 in O. R. Book 1382, Page 0505, Public Records of Seminole County, Florida, in the following particulars and for the purpose of supplementing said restrictions as amended to place said Covenants and Restrictions and all amendments thereto upon the following described property in Seminole County, Florida, to-wit:

All of WINGFIELD NORTH, PHASE II, according to the plat thereof, as recorded in Plat Book 38, Pages 44, 45 & 46, Public Records of Seminole County, Florida.

in accordance with the provisions of and authority granted by Article I, Section I, Paragraph (g) and Article II, Section 2 of said Declaration of Covenants and Restrictions.

NOW, THEREFORE, WITNESSETH, That for and in consideration of the agreements herein contained, the benefits to accrue to the present and future owners of the above described property, One Dollar (\$1.00) and other valuable considerations, receipt of which are hereby acknowledged, the Developer does hereby modify, amend, and supplement and incorporate into the above described Declaration of Covenants and Restrictions as same have been amended the following provisions:

All of WINGFIELD NORTH, PHASE II, is incorporated in, placed under and made subject to the Covenants and Restrictions recorded January 8, 1982 in O. R. Book 1373, Page 0403, and the Amendment thereto recorded March 12, 1982 in O. R. Book 1382, Page 0505, Public Records of Seminole County, Florida. Article I, Section 1, Paragraph (g) of said Covenants and Restrictions is hereby amended to include all of WINGFIELD NORTH, PHASE II, and said WINGFIELD NORTH, PHASE II, is brought within the scheme, operation and coverage of said Covenants and Restrictions in accordance with the provision of Article II, Section 2 of said Covenants and Restrictions to the same extent as though all of said Covenants and Restrictions and amendments thereto were herein specifically and fully set forth and Tracts A, B, C, D and E as shown on the plat of WINGFIELD NORTH, PHASE II are added to the common property as defined in Article I, Section 1, Paragraph (b). Each and every person and legal entity now and hereafter owning or having any interest in any lot in WINGFIELD NORTH, PHASE II shall be bound by and shall comply with the terms and provisions of said Covenants and Restrictions and all amendments thereto, including but not limited to, the provisions for association membership and payment of assessments.

THIS INSTRUMENT WAS PREPARED BY:  
BEARDALL AND BLANKNER, Attorneys at Law  
WILLIAM H. BEARDALL

60 NORTH COURT AVENUE ORLANDO, FLORIDA 32801

Wingfield North Homeowners Assn.  
P.O. Box 1137  
Longwood 32750

1912 0679

SEMINOLE CO. FL.

IN WITNESS WHEREOF, WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, has caused these presents to be signed in its name by its Vice President, and its corporate seal to be affixed the date and year first above written.

WITNESS:

WINGFIELD DEVELOPMENT COMPANY

Glenda Gail Watson  
Martha B. Wilson

BY: Stephen C. Peake  
STEPHEN C. PEAKE, VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STEPHEN C. PEAKE, well known to me to be the Vice President of WINGFIELD DEVELOPMENT COMPANY, a Florida Corporation, and that he acknowledged executing the aforesaid instrument in the presence of subscribing witnesses freely and voluntarily under authority duly vested in him by the corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of NOVEMBER, A.D., 1987.

Michael A. Thompson  
Notary Public; State of Florida

My Commission Expires:

NOTARY PUBLIC  
STATE OF FLORIDA  
1991  
NOTARY PUBLIC

465297

1987 DEC 22 PM 1:05

BOOK PAGE  
1916 0392  
SEMINOLE CO. FL.

AMENDMENTS TO DECLARATION OF COVENANTS AND  
RESTRICTIONS ON WINGFIELD NORTH AS AMENDED  
AND AMENDMENT TO INCLUDE WINGFIELD NORTH PHASE II

THIS INSTRUMENT is executed this 21 day of December, A.D., 1987, by the undersigned for the purpose of amending the Declaration of Covenants and Restrictions, recorded January 8, 1982 in O. R. Book 1373, Page 0003, as amended by instrument recorded March 12, 1982 in O. R. Book 1382, Page 0505, and as amended by instrument recorded December 8, 1987, in O. R. Book 1912, Page 678 & 679, Public Records of Seminole County, Florida, in the following manner and particulars, upon the following described property in Seminole County, Florida, to-wit:

All of WINGFIELD NORTH, according to the plat thereof as recorded in Plat Book 26, Pages 18 and 19, Public Records of Seminole County, Florida.

All of WINGFIELD NORTH, PHASE II, according to the plat thereof as recorded in Plat Book 38 Pages 44, 45 and 46, Public Records of Seminole County, Florida.

in accordance with the provisions of and authority granted by Article XI of said Declaration of Covenants and Restrictions.

NOW, THEREFORE, WITNESSETH, That for and in consideration of the agreements herein contained, the benefits to accrue to the present and future owners of the above described property, One Dollar (\$1.00) and other valuable consideration, receipt of which are hereby acknowledged, the undersigned hereby modify and amend and incorporate into the above described Declaration of Covenants and Restrictions as same have been amended the following provisions:

- (1) The original assessment as provided in Article V, Section 3, Paragraph (a) of said Covenants and Restrictions is hereby increased to ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00). This Amendment shall apply to all lots in WINGFIELD NORTH, PHASE II and to all lots in WINGFIELD NORTH that have not been sold and are not under a binding contract for sale which does not provide for such an increase.
- (2) In Article V, Section 3, Paragraph (b), Sub-Paragraph (4) of said Covenants and Restrictions, the words in the last line reading "Section 5 hereof" are changed and amended to read "Paragraph 6 hereof".
- (3) In Article V, Section 3, Paragraph (b), Sub-Paragraph (6), line 2, the words "Sixty (60) days" are changed and amended to read "Thirty (30) days".
- (4) Article VI, Section 3, Paragraph (e) of said Covenants and Restrictions is amended to read as follows:
  - (e) To require each builder to submit a set of plans and specifications to ARB, together with a THREE HUNDRED AND NO/100 DOLLARS (\$300.00) fee prior to

RETURN TO: WINGFIELD DEVELOPMENT COMPANY  
Post Office Box 1137  
Longwood, Florida 32750

THIS INSTRUMENT WAS PREPARED BY:  
BEARDALL AND BLANKNER, Attorneys at Law  
WILLIAM H. BEARDALL  
80 NORTH COURT AVENUE ORLANDO, FLORIDA 32801

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applying for a commitment for construction financing and/or obtaining a building permit which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signature of the Chairman or Vice-Chairman of the ARB on the plans or specifications furnished. The existence of the signatures of the Chairman or Vice-Chairman of the ARB on any plans or specifications shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

- (5) Article VI, Section 4 of said Covenants and Restrictions is amended to read as follows:

Section 4. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Developer and/or the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any owner fail to comply with the requirements of Article III, Paragraph 8 of the Planning Criteria for Architectural Review Board, attached hereto as Exhibit "A" as amended, regarding signs after five (5) days written notice or should any owner fail to comply with any of the other requirements of these Covenants and Restrictions as amended or of the Planning Criteria attached as Exhibit "A" as amended after Thirty (30) days written notice, the ARB, the Developer, and/or the Board of Directors shall have the right to enter upon the lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB, the Developer and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, the Developer or the Board of Directors.

- (6) Article VIII, Paragraph 1 of said Covenants and Restrictions is hereby amended by the addition of Paragraph (e) as follows:

- (e) As long as the Developer owns more than one (1) lot in the subdivision (WINGFIELD NORTH and any additions thereto), the Developer may authorize a builder who agrees to purchase and purchases more than one (1) lot to construct a model home and operate a sales center on one of the lots so purchased and use it for such purposes as long as such builder purchaser shall have at least one (1) inventory home continuously under construction at all times or completed and unsold. Such builder

purchaser shall have the right to advertise and promote the model center subject to such terms and Restrictions as shall be approved by the Developer and as shall not be otherwise prohibited by those Covenants and Restrictions or by the ARB and the Planning Criteria set forth in Exhibit "A" attached to these Covenants and Restrictions as amended from time to time. At such time as the home shall cease to be used as a model home and sales center, then any special provisions for parking, fencing, advertizing, promotion, etc. to facilitate its use as a model home and sales center granted by ARB and the Developer shall terminate and the Builder shall immediately bring the home into full conformity with all requirements of these Covenants and Restrictions and the Planning Criteria for a single-family residence.

- (7) Article VIII, Paragraph 2 of said Covenants and Restrictions is amended to read as follows:

2. Dwelling Quality and Size:

Each single-family dwelling shall be located on a lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 3,000 square feet of actual and fully enclosed building, exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaces, and exclusive of any accessory building.

- (8) Article VIII, Paragraph (5) of said Covenants and Restrictions is amended to read as follows:

5. Driveway:

All driveways, motor courts, parking areas and the like shall be hard surfaced.

- (9) Article VIII, Paragraph (7) of said Covenants and Restrictions is hereby amended by the addition thereto at the end of said paragraph, the words "except such as may be necessary for the proper maintenance of such areas by duly authorized persons".
- (10) Article XIII of said Covenants and Restrictions is hereby amended by the addition of Section 4, as follows:

Section 4. In addition to the other rights as set forth above, the ARB, the Developer and/or the Board of Directors of the Association shall have the right to enter upon any lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof or the Planning Criteria and charge the cost thereto to the Owner after five (5) days written notice of violation of the sign provisions contained in Article 3, paragraph 8 of the Planning Criteria or after thirty (30) days written notice of violation of any other Covenant or Restriction or Planning Criteria.

- (11) Article II, Paragraph 1 of Planning Criteria for Architectural Review Board in Exhibit "A" attached to



said Covenants and Restrictions as amended in O. R. Book 1382, Page 505 is hereby further amended to read as follows:

1. Dwelling Quality and Size.

Each single-family dwelling shall be located on a lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 3,000 square feet of actual and fully enclosed building, exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaced, and exclusive of any accessory building.

- (12) Article II, Paragraph (15) of Planning Criteria for Architectural Review Board in Exhibit "A" attached to said Covenants and Restrictions is hereby amended by the addition at the end thereof of the following sentence:

Any such TV antenna hereby allowed shall not be exposed to view from any front or side street or from any adjoining property.

- (13) Article II of Planning Criteria for Architectural Review Board in Exhibit "A" attached to said Covenants and Restrictions is hereby amended by the addition of Paragraph (19) as follows:

(19) HEATING AND AIR CONDITIONING:

The installation and use of water to air type heat pump systems shall not be allowed unless all discharge materials are retained on the lot upon which the equipment is installed.

- (14) Article III, Paragraph (4) of Planning Criteria for Architectural Review Board in Exhibit "A" attached to said Covenants and Restrictions is hereby amended by the addition of Sub-Paragraph (d) as follows:

- (d) Except for the area in which a home, pool, tennis court, road, driveway or walkway exists, the area of a lot extending from the front lot line to a line parallel to the front lot line and extending from the rear-most wall of a home shall be referred to as the Net Planting Area. Twenty (20) per cent of the Net Planting Area must be planted with shrubbery or ARB approved ground cover unless otherwise approved by ARB. In addition, the Net Planting Area must be planted with specimen trees a minimum of twelve (12) to sixteen (16) feet in height and four (4) to four and one-half (4 1/2) inch caliper in size, the minimum number of which to be equal to one (1) tree per 1,200 square feet of the Net Planting Area, to include all existing specimen trees within the Net Planting Area. In no case shall the total cost of the landscaping improvements be less than five (5) per cent of the total cost of the lot, home, and all improvements, unless otherwise approved by the ARB.

- (15) Article III, Paragraph (8) of Planning Criteria for Architectural Review Board in Exhibit "A" attached to

said Covenants and Restrictions is hereby amended to read as follows:

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot or on any structure or in the window of any structure on any lot unless approved by the ARB, and then only for the purposes of advertising the house and lot for sale during and after construction of the house or for the purposes set forth in Article VIII, Paragraph 1, Sub-Paragraph (e) of the Covenants and Restrictions. After the sale of the house by the builder who constructed it, no "for sale" signs of any kind shall be displayed to the public view on any lot or on any structure or in the window of any structure on any lot, for any purpose including the resale of the lot by the then owner. The Developer shall have the right to maintain such signs as the Developer shall deem appropriate on any sales office in the subdivision and upon the lot on which said office is situated and upon the common property.

(16) Article III, Paragraph (9) of Planning Criteria for Architectural Review Board in Exhibit "A" attached to said Covenants and Restrictions is hereby amended to read as follows:

9. SIDEWALKS:

A five (5) foot concrete sidewalk shall be constructed within the road right-of-way on, on Lots 10 through 13, 25, 26 and 56 through 62 in WINGFIELD NORTH and on Lots 13 through 34 of WINGFIELD NORTH, PHASE II, by the owners thereof in accordance with the requirements of ARB prior to final completion of the living unit.

IN WITNESS WHEREOF, WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, the Developer, has caused these presents to be signed by its President and its corporate seal to be affixed, and GORDON S. NUTT, STEPHEN C. PEAKE, and GORDON S. NUTT, II, the members of the Architectural Review Board and the owners of lots listed beneath their signatures, have set their hands and seals the day and year first above written. The undersigned further state that sufficient notice was given and all requirements of Article XI of said Covenants and Restrictions were met.

Signed, sealed and delivered  
in the presence of

Glenda Paul Watson  
Marikaith B. Wilson

WINGFIELD DEVELOPMENT COMPANY

BY: Gordon S. Nutt  
GORDON S. NUTT, PRESIDENT

Gordon S. Nutt (SEAL)  
Gordon S. Nutt

Stephen C. Peake (SEAL)  
Stephen C. Peake

Gordon S. Nutt, II (SEAL)  
Gordon S. Nutt, II

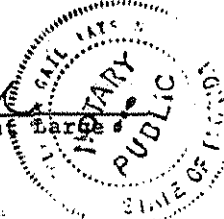
STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GORDON S. NUTT, known to me to be the President of WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, and that he acknowledged executing the aforesaid instrument and affixed the corporate seal of the corporation thereto under authority vested in him by said corporation, and also appeared GORDON S. NUTT, STEPHEN C. PEAKE and GORDON S. NUTT, II, as members of the Architectural Review Board, to me personally known and they acknowledged that they executed the aforesaid instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of December, A.D., 1987.

Glenda Gail Watson  
Notary Public, State of Florida at Large

My commission expires:



Signed, sealed and delivered in the presence of:

Glenda Gail Watson  
Mariketh B. Wilson

Glenda Gail Watson  
Mariketh B. Wilson

Glenda Gail Watson  
Mariketh B. Wilson

Glenda Gail Watson  
Mariketh B. Wilson

Glenda Gail Watson  
Mariketh B. Wilson

Glenda Gail Watson  
Mariketh B. Wilson

WINGFIELD DEVELOPMENT COMPANY

Gordon S. Nutt (SEAL)  
7-8, 10, 11, 18, 22, 24, 26, 27, 28,  
30-32, 35, 36, 59, 62, 64 (SEAL)  
WINGFIELD NORTH PHASE I  
1 thru 48 inclusive WINGFIELD NORTH II  
Owners of Lot \_\_\_\_\_, Phase \_\_\_\_\_

James L. Barfield (SEAL)  
Pat Barfield (SEAL)

Owners of Lot 63, Phase I  
Regline P. Diola (SEAL)  
F. Hugh Diola (SEAL)

Owners of Lot 27, Phase I  
Raymond Johnson (SEAL)  
Anna G. Johnson (SEAL)

Owners of Lot 15, Phase I  
Ron L. Collins (SEAL)  
Hedy L. Collins (SEAL)

Owners of Lot 54, Phase I  
Gregory J. Ballin (SEAL)  
Pat Ballin (SEAL)

Owners of Lot 41, Phase I

SEMINOLE CO., FL.

Glenda Gail Watson  
Mariketh B. Wilson

Carol L. Best (SEAL)  
[Signature] (SEAL)

Glenda Gail Watson  
Mariketh B. Wilson

Owners of Lot 40, Phase I  
Harlan B. Smith (SEAL)  
[Signature] (SEAL)

Glenda Gail Watson  
Mariketh B. Wilson

Owners of Lot 50, Phase I  
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot 9, Phase I  
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase       
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase       
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase       
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase       
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase       
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase       
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase       
[Signature] (SEAL)  
[Signature] (SEAL)

Owners of Lot     , Phase

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that this day in the next above named State and County, before me, an officer duly authorized and acting, personally appeared Gordon S. Nutt, President, Wingfield Development Company, James and Pat Barfield, Pauline and Joseph Viola, Raymond and Anna Johnson, Rodger and Hedy Collins, Gray and Matthew Gillio, Carol and Joseph Bert, Gordon S. Nutt Individually, and Harry Tuttle of Barry Rutenberg Homes of Longwood, Inc.

to me well known and known to me to be the individuals described in and who executed the foregoing Amendment to Declaration of Covenants and Restrictions, and they acknowledged then and there before me that they executed said amendment for the purposes therein expressed and further acknowledged that they are the owners of the lot or lots that are written below their signatures.

WITNESS my hand and official seal this 21<sup>st</sup> day of December, 1987.

Glenda Gail Watson  
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION EXPIRES 12/31/89  
COPIED FROM ORIGINAL RECORD.

1393 0003

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM M. BEARDALL  
JOSEPH L. LINDS & FLEMING, Attorneys at Law  
20 NORTH COURT AVENUE ORLANDO, FLORIDA 32801

WINGFIELD NORTH  
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions ("Declaration") is made and entered into this 26<sup>th</sup> day of OCTOBER, 1981, by WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described as The Property in Article I of this Declaration and desires to create thereon a residential community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the street, lights, landscaping, open spaces and other common facilities; and, to this end, desires to subject The Property to the covenants, restrictions, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of the Subject Property and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid for the Subject Property;

NOW, THEREFORE, the Developer declares that the real property described as The Property in Article I hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC.

successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, whether or not such additional properties are

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contiguous to existing property in the development. Additional land may become subject to this Declaration by recordation of additional Declarations containing essentially the same substance as the instant Declaration in the sole discretion of Developer, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Any subsequent Declaration of Covenants and Restrictions shall interlock all rights of members of the Association to the end that all rights resulting to members of the Homeowners' Association shall be uniform as between all Phases of Wingfield North. Such supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and increased costs and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the subject property.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as will be provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration upon The Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Property, except as herein provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

##### Section 1. Membership.

(a) Every Owner shall be a Member of the Association, except that a builder who in the normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association so long as such Living Unit is not occupied. If a builder does allow such Living Unit to be occupied, he shall become a member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member.

(b) For the purpose of this Declaration the Developer shall be considered the Owner of a fee interest in and therefore a Member in regards to all unsold Lots.

(c) The Developer shall also have the Voting Rights to all Lots owned by persons or entities not entitled to Membership herein defined.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Living Unit in which they hold the interests required for membership by Section 1. When more than one person or entity holds such interest or interests in any Living Unit, all such persons or entities shall be Members, and the vote for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each Lot or Living Unit in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Common Property. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot and/or Living Unit.

Section 2. Title to Common Property. The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey certain items of the Common Property and retain others. To illustrate, the Developer may, at its discretion, immediately convey all landscaped beautification areas, street lights, or such other items to the Association upon completion of same without conveying to the Association certain other Common Property. Notwithstanding any provision herein to the contrary, the Developer hereby covenants for itself, its successors and assigns, that it shall convey all Common Property located within The Property when the Developer has legally conveyed to Owners other than itself one hundred percent (100%) of the Lots within The Property.

Section 3. Extent of Members' Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage said property. In the event of a default upon any such mortgage the lender shall have a right (1) to take possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the



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VENUE CO. FL.

enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored, or (2) to foreclose the mortgage and have the Common Property sold at a foreclosure sale; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment right of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed dedication or transfer and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken, and unless two-thirds (2/3) of the votes of the membership have been recorded, agreeing to such dedication, transfer, purpose or condition.

#### ARTICLE V

##### COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner hereby covenants and agrees to pay the Association: (1) Original Assessment; (2) Annual Assessment or charges; and (3) Special Assessments for Capital Improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. Provided, however, the Developer shall not be required to pay the original, annual, or special assessments for any Lots it owns. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed

(b) Annual Assessment. An Annual Assessment on each Lot shall be paid to the Association in semi-annual installments in advance on April 1 and October 1 of each year. This Annual Assessment shall be in addition to the above-mentioned Original Assessment. The first semi-annual installment of said Annual Assessment shall be due and payable on the date of the closing of the initial sale of each Lot by the Developer, and shall be pro-rated for the period from said date of closing to the due date of the next semi-annual installment as above set forth. The initial Annual Assessment for the remainder of calendar year 1981 and for the calendar year 1982 shall be One Thousand Dollars (\$1,000.00) for each Lot. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association's Board of Directors may adjust the Annual Assessment after the end of each calendar year. Such adjustment shall be in accordance with changes in the Consumer Price Index (hereinafter called the "Price Index"). The Price Index shall mean the average for "all items" shown on the "U.S. city average for urban wage earners and clerical workers (including single workers), all items, groups, subgroups and special groups of items" as promulgated by the Bureau of Labor Statistics of the U. S. Department of Labor, using the 1967 annual average with base of 100.

The annual assessment shall be adjusted in accordance with the following provisions:

(1) The Price Index for January, 1981 shall be designated the Base Price Index;

(2) Promptly after the end of the first year and each year thereafter, the Association's Board of Directors shall adjust the annual assessment so that the ratio of the Price Index for the first month following the end of each such year to the adjusted annual assessment shall be the same as the ratio of the Base Price Index to the initial annual assessment. Provided, however, if after consideration of current maintenance costs and future needs of the Association, the annual assessment for any year may be set at a lesser amount.

(3) No adjustment whatever shall be made in the annual assessment for any year unless the adjusted annual assessment computed as above provided varies by more than one percent (1%) from the then current annual assessment;

(4) No adjustment shall be made which increases the annual assessment for any year more than twelve percent (12%) from the previous annual assessment unless approved in accordance with Section 5 hereof;

(5) No adjustment shall reduce the annual assessment below the initial annual assessment;

(6) The Association shall send a notice to the Owners setting forth the adjusted annual assessment at least sixty (60) days prior to the payment date of the first installment of the annual assessment.

In the event that a substantial change is made in the method of establishing the Price Index, then the Price Index shall be adjusted to the figure that would have resulted had no change occurred in the manner of computing such Price Index. In the event that such Price Index (or its successor or substitute Index) is not available, a reliable governmental or other non-partisan publication evaluating the information heretofore used in determining the Price Index shall be used in lieu of such Price Index.

In addition to the foregoing procedure, the Association may change the maximum assessments prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations herein shall not apply to any change in the maximum assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof. The votes shall be counted in accordance with Article III, Section 2 hereof.

(c) Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvements upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Quorum for any action requiring a vote of the Membership of the Association under this Article. The quorum required for any action requiring a vote of the Membership of the Association under this Article V shall be as follows:

At the first meeting called, as provided in Section 3 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid.

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Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the Assessments are not paid on the date when due, then said assessments shall become delinquent on that date, and, if not paid within thirty (30) days after such delinquency date, the assessment shall bear interest from the date of delinquency at such rate as shall be determined by the Board of Directors of the Association, not to exceed the highest rate allowed by the laws of the State of Florida. The Association shall have a lien on each Lot for any unpaid assessments, interest accruing thereon, and cost of collection including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, which lien shall become effective against such Lot and shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns, upon the recording in the Public Records of Seminole County, Florida, a claim of lien stating the description of the Lot, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. Claims of lien for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

The obligation of the Owner on the delinquency date to pay such assessment shall remain his personal obligation for the statutory period even though a Claim of Lien may have been recorded, but said personal obligation shall not pass to his successors in title unless expressly assumed by them. The Association may bring an action at law against said Owner personally obligated on the assessment owed, together with interest, reasonable attorney's fees and cost of collection, in addition to any action to foreclose the Claim of Lien.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereinafter placed upon the Living Unit subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority and devoted to public use; (b) All Common Property as defined in Article I, Section 1 hereof; (c) All properties exempted from taxation by the laws of the State of Florida,

upon the terms and to the extent of such legal exemption; and  
(d) All property owned by the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, other than Lots owned by the Developer.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

*Amended*

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. The Developer has formed a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", consisting of three (3) persons designated by the Developer, including an architect selected by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Property. The Board of Directors shall also be obligated to appoint at least One (1) architect and one (1) member of the Association to the ARB. Neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3) members. A quorum of the ARB shall be two (2) members. No decision of the ARB shall be binding without a quorum present and a 2/3 affirmative vote of the Members.

Section 2. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Unites, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria"), for the Property, a copy of which is attached as Exhibit "A". The Developer declares that The Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "A", as amended from time to time by the ARB.

*Amended*

Section 3. Duties. The ARB shall have the following duties and powers:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of the Declaration;

(b) To approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon The Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) To approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the development plan formulated by the Developer of The Property or contiguous lands thereto;

(d) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

(e) To require each builder to submit a set of plans and specifications to the ARB, together with a \$100.00 fee, prior to applying for a commitment for construction financing and/or obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signatures of at least two (2) members of the ARB on the plans or specifications furnished. The existence of the signatures of at least two (2) members of the ARB on any plans or specifications shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

(f) In addition to the ARB, the Association shall have the authority, from time to time to include within the promulgated residential planning criteria other restrictions, or amendments to existing restrictions, regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, they shall become binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

Section 4. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Developer and/or the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the

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Association. Should any Owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (30) days written notice, the ARB, the Developer, and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB, the Developer, and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, the Developer or the Board of Directors.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance of the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant lot, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot, the Board of Directors of the Association shall determine that said property is in need of maintenance and is detracting from the overall appearance of The Property. Prior to commencement of any maintenance work on a Lot, the Board of Directors must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified maintenance is performed within said thirty (30) day period the Board of Directors shall cause said necessary maintenance to be performed and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Board of Directors shall have the right to enter in or upon any such Lot or to hire personnel to do so to perform such necessary maintenance as is so specified in the above written notice. In this connection the Board of Directors shall have the right to mow and clean said Lot and care for trees, shrubs, grass, walks and remove trash, garbage, and unsightly weeds, trees, shrubbery and other material and such other maintenance as it shall reasonably deem necessary.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof; and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

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*Amended*

## ARTICLE VIII

## RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

1. Land Use.

(a) No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. There shall be but one house per Lot. No Owner may subdivide his Lot.

(b) No obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

(c) No Lot or Living Unit shall be used for keeping or breeding of horses, poultry, or livestock animals of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. All pets must be kept inside the house or on a leash, or within a fenced area.

(d) As long as the Developer owns a Lot in the subdivision, the Developer may place and maintain a sales office within the subdivision for use by the Developer, and the sales agents or brokers designated by the Developer, anything to the contrary in these Covenants and Restrictions and the Planning Criteria notwithstanding.

2. Dwelling Quality and Size.

Each single-family dwelling shall be located on a Lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 2,800 square feet of actual and fully enclosed building, exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaces, and exclusive of any accessory building, except that said minimum floor area for Lots 6, 12, 26, 28, 32 and 33 shall be 2,300 square feet.

3. Building Location.

(a) Front yards shall not be less than 70 feet in depth measured from the front property line to the front of any building structure, unless otherwise approved by ARB.

(b) Rear yards shall not be less than 30 feet in depth measured from the rear property line to the rear of any building structure, exclusive of unenclosed and unscreened pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 20 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 70 feet on the front and 70 feet on the side unless otherwise approved by ARB.



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4. Building Height.

No building shall exceed 35 feet in height.

5. Driveways.

All driveways shall be hard surfaced.

6. Landscaping.

A landscaping plan for each home must be prepared by a Landscape Architect registered in the State of Florida and be submitted to and approved by the ARB.

(a) Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery, or ground cover approved by ARB exists, the entire area of a Lot extending from the front Lot line to a line parallel to the front Lot line and extending from the rear-most wall of a home must be sodded, and the remainder either sodded or seeded with grass suitable for a lawn, and the grass must be kept neatly mowed. The area from the front Lot line to the edge of road pavement or curb shall also be sodded and kept neatly mowed. No type of Bahia grass shall be used.

(b) Wood mulch must be used in any areas on each Lot around shrubs and trees, unless the area up to the base of the shrub or tree is sodded.

(c) A satisfactory sprinkler, irrigation or watering system for all grassed areas must be provided and installed on each Lot.

7. Boats and Water Craft.

No boat, canoe, raft, water craft, floating vessel or floating device of any kind shall be launched, placed upon, used or allowed to remain upon Tract A or any lake, water course, drainage retention area or water conservation area in said subdivision.

ARTICLE IX

AMENDMENT BY DEVELOPER

As long as it shall own any portion of the property covered by these Covenants and Restrictions or any additions thereto as provided in Article II, the Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to The Property which do not lower standards of the Covenants and Restrictions herein contained, and (c) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. After Developer shall no longer own any portion of the property covered by these Covenants and Restrictions, or any addition thereto, as provided in Article II, then all rights given the Developer in this Article may be exercised by the Association.

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## ARTICLE X

## ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of The Property.

## ARTICLE XI

## AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners of at least two-thirds (2/3) of the Lots and Living Units may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Seminole County, Florida. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then Owners. A written copy of the proposed amendment shall be furnished to each Owner at least twenty (20) days but not more than sixty (60) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

## ARTICLE XII

## DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article XI hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XI.

ARTICLE XIII  
ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, an individual Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations

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or attempted violations. Should the Developer, an individual Owner, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, any individual Owner, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

IN WITNESS WHEREOF, WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, has caused these presents to be signed in its name by its President, and its corporate seal to be affixed the day and year first above written.

Witnesses:

WINGFIELD DEVELOPMENT COMPANY

Glenda Gail Watson  
Louis J. Nutt

By: Gordon S. Nutt  
President

STATE OF FLORIDA  
COUNTY OF DEMI

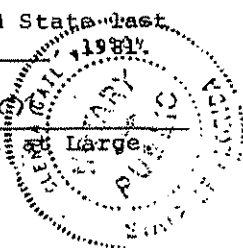
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Gordon S. Nutt, well known to me to be the President of WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, and that he acknowledged executing the aforesaid instrument in the presence of subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 26<sup>th</sup> day of October, 1981.

Glenda Gail Watson  
Notary Public, State of Fla. at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
COMMISSION EXPIRES: 1985  
NOTARY PUBLIC, STATE OF FLORIDA



WINGFIELD NORTH  
DECLARATION OF COVENANTS AND RESTRICTIONS  
(NOT TO BE RECORDED)

\*\*\*

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions ("Declaration") is made and entered into this 26th day of October, 1981, by WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of the real property described as The Property in Article I of this Declaration and desires to create thereon a residential community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the street, lights, landscaping, open spaces and other common facilities; and, to this end, desires to subject The Property to the covenants, restrictions, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of the Subject Property and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of the State of Florida, as a non-profit corporation, WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC., the purpose of which will be to exercise the functions aforesaid for the Subject Property;

NOW THEREFORE, the Developer declares that the real property described as The Property in Article I hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

\*\*\*NOTE: Restatement/Compilation of (1) Wingfield North Declaration of Covenants and Restrictions; (2) Amendment to Declaration of Covenants and Restrictions Wingfield North (dated February 19, 1982; (3) Amendment and Supplement to Declaration of Covenants and Restrictions of Wingfield North as amended to include Wingfield North, Phase II (11/10/87 and 12/21/87); (4) Certificate of Amendment Wingfield North Declaration of Covenants and Restrictions (July 17, 1991).

## ARTICLE I

### DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC.

(b) "Common Property" shall mean and refer to those areas of land shown on the recorded subdivision plat of The Property intended to be devoted to the common use and enjoyments of the owners of The Property and in addition the Common Property shall also include (1) Tract A designated as conservation area, (2) Tract B designated as landscape easement, and (3) those areas designated as private streets.\*\*

(c) "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plat of The Property, with the exception of Common Property heretofore defined. The word "Lot" shall also include the Living Unit located thereon when a house has been constructed on the Lot.

(d) "Living Unit" shall mean and refer to any single family structure situated upon The Property designed and intended for use and occupancy as a residence by a single family.

(e) "Owner" shall mean and refer to the record owner, and including purchasers under recorded Agreement for Deeds, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Property as hereafter defined in Paragraph (g) of this section, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1 hereof.

(g) "The Property" shall mean and refer to WINGFIELD NORTH, according to the plat thereof recorded in Plat Book 26, Pages 18 and 19, Public Records of Seminole County, Florida, and all of WINGFIELD NORTH, PHASE II, according to the plat thereof, as

**\*\*NOTE: Per Amendment and Supplement to Declaration of Covenants and Restrictions of wingfield North as amended to include Wingfield North, Phase II, executed November 10, 1987. Tracts A, B, C, D, and E as shown on the plat of Wingfield North, Phase II are added to the common property, as defined herein.**

recorded in Plat Book 38, Pages 44, 45 and 46, Public Records of Seminole County, Florida and such other property as may be added thereto as hereinafter provided.

(h) "Developer" shall mean and refer to WINGFIELD DEVELOPMENT COMPANY, or whoever it designates.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. The Developer, its successors and assigns, ~~shall have the right to~~ bring within the scheme of this Declaration additional properties in future stages of the development, whether or not such additional properties are contiguous to existing property in the development. Additional land may become ~~subject to this Declaration~~ by recordation of additional Declarations containing essentially the same substance as the instant Declaration in the sole discretion of Developer, which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Any subsequent Declaration of Covenants and Restrictions shall interlock all rights of members of the Association to the end that all rights resulting to members of the Homeowners' Association shall be uniform as between all Phases of Wingfield North. Such supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and increased costs and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the subject property.

Section 3. Mergers. Upon a merger or consolidation of the Association with another association as will be provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by the Declaration upon The Property. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration

within The Property, except as herein provided.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Use of Common Property. Subject to the provisions of Section 3 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Reserved.

Section 3. Extent of Members' Rights. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage said property. In the event of a default upon any such mortgage the lender shall have a right (1) to take possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties returned to the Association and all rights of the Members hereunder shall be fully restored, or (2) to foreclose the mortgage and have the Common Property sold at a foreclosure sale; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless written notice of the proposed dedication or transfer and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken, and unless two-thirds (2/3) of the votes of the membership have been recorded, agreeing to such dedication, transfer, purpose or condition.

#### ARTICLE V

##### COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot hereby covenants and agrees to pay the Association: (1) Transfer Assessment; (2) Annual Assessment or charges; and (3) Special Assessments for Capital Improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The transfer, annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the homes situated upon The Property, including, but not limited to:

(a) Payment of operating expenses of the Association;



(b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;

(c) Maintenance, improvement and operation of drainage easements and systems;

(d) Maintenance, improvement and operation of any private streets or rights-of-way for the benefit of The Property;

(e) Management, maintenance, improvement and beautification of lakes, ponds, buffer strips, and recreation areas and facilities and all other Common Property, and improvements thereof;

(f) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Association;

(g) Providing police protection, night watchmen, guard and gate services, but only when and to the extent specifically authorized by the Association;

(h) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;

(i) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;

(j) Doing any other thing necessary or desirable, in the judgment of the Association, to keep The Property neat and attractive or to preserve or enhance the value of The Property, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners;

(k) The Association shall have the duty of maintaining the Common Property and private streets and islands in street right-of-ways in the subdivision, and keeping same neat and attractive.

### Section 3. Transfer, Annual, and Special Assessments.

(a) Transfer Assessment. A Transfer Assessment of One Thousand Five Hundred Dollars (\$1,500.00) per lot shall be paid by all Purchasers whenever a Lot is transferred to a new owner. The transfer assessment shall be paid upon each conveyance of a Lot. The transfer assessment shall be paid by each new Owner directly to the Association.

(b) Annual Assessment. An Annual Assessment on each Lot in the amount of One Thousand Four Hundred Thirty Dollars (\$1,430.00) per Lot shall be paid to the Association in semi-annual installments, in advance on April 1 and October 1 of each year. This Annual Assessment shall be in addition to the above-mentioned Transfer Assessment. The Developer's first payment after the adoption of this [article] shall be prorated for the period from said date of adoption to the due date of the next semi-annual installment as above set forth. Said assessment shall be paid directly to the Association, to be held in accordance with the above provisions. The Association's Board of Directors may adjust the Annual Assessment after the end of each calendar year, however, the maximum annual assessment may not be increased each year more than twelve percent (12%) above the maximum assessment for the previous year without a vote of the membership as provided for in the next paragraph.

In addition to the foregoing procedure, the Association may change the maximum assessments prospectively for any such period, above the twelve percent (12%) maximum, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations herein shall not apply to any change in the maximum assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof. The votes shall be counted in accordance with Article III, Section 2 hereof.

(c) Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvements upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of those Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and

shall set forth the purpose of the meeting.

Section 4. Quorum for any action requiring a vote of the Membership of the Association under this Article. The quorum required for any action requiring a vote of the Membership of the Association under this Article V shall be as follows:

At the first meeting called, as provided in Section 3 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 of this Article, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Certificate of Payment. The Association shall upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the Assessments are not paid on the date when due, then said assessments shall become delinquent on that date, and, if not paid within thirty (30) days after such delinquency date, the assessment shall bear interest from the date of delinquency at such rate as shall be determined by the Board of Directors of the Association, not to exceed the highest rate allowed by the laws of the State of Florida. The Association shall have a lien on each Lot for any unpaid assessments, interest accruing thereon, and cost of collection including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, which lien shall become effective against such Lot and shall bind such Lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns, upon the recording in the Public Records of Seminole County, Florida, a claim of lien stating the description of the Lot, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his expense. Claims of lien for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property.

The obligation of the Owner on the delinquency date to pay such assessment shall remain his personal obligation for the statutory period even though a Claim of Lien may have been recorded, but said personal obligation shall not pass to his successors in title unless expressly assumed by them. The Association may bring an action at law against said Owner personally obligated on the assessment owed, together with interest, reasonable attorney's fees and cost of collection, in addition to any action to foreclose the Claim of Lien.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereinafter placed upon the Living Unit subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use; (b) All Common Property as defined in Article I, Section 1 hereof; (c) All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VI

### ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot until the plans and specifications, prepared by an architectural review board approved architect, licensed and registered in the State of Florida, showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

Section 1. Composition. The Developer has formed a committee

known as the "Architectural Review Board", hereinafter referred to as "ARB", consisting of three (3) persons designed by the Developer, including an architect selected by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Property. The Board of Directors shall also be obligated to appoint at least One (1) architect and one (1) member of the Association to the ARB. Neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3) members. A quorum of the ARB shall be two (2) members. No decision of the ARB shall be binding without a quorum present and a 2/3 affirmative vote of the Members. ARB

Section 2. Planning Criteria. The Developer, in order to give guidelines to Owners concerning construction and maintenance of Living Unites, hereby promulgates the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria"), for the Property, a copy of which is attached as Exhibit "A". The Developer declares that The Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth on Exhibit "A", as amended from time to time by the ARB.

Section 3. Duties. The ARB shall have the following duties and powers:

(a) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of the Declaration;

(b) To approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon The Property and to approve any exterior additions to or changes or alterations therein. For any of the above ARB shall be furnished plans and specifications prepared by an Architectural Review Board approved architect licensed and registered in the State of Florida showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) To approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason,

including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the development plan formulated by the Developer of The Property or contiguous lands thereto;

(d) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

(e) To require each builder to submit a set of plans and specifications to ARB, together with a THREE HUNDRED AND NO/100 DOLLARS (\$300.00) fee prior to applying for a commitment for construction financing and/or obtaining a building permit which set of plans and specifications shall be come the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signature of the Chairman or Vice-Chairman of the ARB on the plans or specifications furnished. The existence of the signatures of the Chairman or Vice-Chairman of the ARB on any plans or specifications shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

(f) In addition to the ARB, the Association shall have the authority, from time to time to include within the promulgated residential planning criteria other restrictions, or amendments to existing restrictions, regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and plan structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, they shall become binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

Section 4. Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Association shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements of Article III, Paragraph 8 of the Planning Criteria for Architectural Review Board, attached hereto as Exhibit "A" as amended, regarding signs after five (5) days written notice or should any Owner fail to comply with any of the other requirements of these Covenants and Restrictions as

amended or of the Planning Criteria attached as Exhibit "A" as amended after thirty (30) days written notice, the ARB, and/or shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Should the ARB and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceeding, shall be collectible from the Owner. The ARB, the Association, or its agents or employees shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB or the Association.

Section 5. Preparation of Plans and Specifications. All plans and specifications required or provided for herein and/or in the Planning Criteria, shall be prepared by an architect approved by the Architectural Review Board and licensed and registered in the State of Florida.

## ARTICLE VII

### EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance of the Common Property, the Association shall have the right to the following provisions. Prior to performing any maintenance on a vacant Lot, the Board of Directors of the Association shall determine that said property is in need of maintenance and is detracting from the overall appearance of The Property. Prior to commencement of any maintenance work on a Lot, the Board of Directors must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified maintenance is performed within said thirty (30) day period the Board of Directors shall cause said necessary maintenance to be performed and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Board of Directors shall have the right to enter in or upon any such Lot or to hire personnel to do so to perform such necessary maintenance as is so specified in the above written notice. In this connection the Board of Directors shall have the right to mow and clean said Lot and care for trees, shrubs, grass, walks and remove trash, garbage, and unsightly weeds, trees, shrubbery and other material and such other maintenance as it shall reasonably deem necessary.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof; and, as part of such annual

assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

## ARTICLE VIII

### RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Subject Property, and shall be binding upon their respective heirs; personal representatives, successors and assigns, as follows:

#### 1. Land Use.

(a) No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. There shall be but one house per Lot. No Owner may subdivide his Lot.

(b) No obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood.

(c) No Lot or Living Unit shall be used for keeping or breeding of horses, poultry, or livestock animals of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. All pets must be kept inside the house or on a leash, or within a fenced area.

(d) As long as the Developer owns a Lot in the subdivision, the Developer may place and maintain a sales office within the subdivision for use by the Developer, and the sales agents or brokers designated by the Developer, anything to the contrary in these Covenants and Restrictions and the Planning Criteria notwithstanding.

(e) As long as the Developer owns more than one (1) Lot in the subdivision (WINGFIELD NORTH and any additions thereto), the Developer may authorize a builder who agrees to purchase and purchases more than one (1) Lot to construct a model home and operate a sales center on one of the Lots so purchased and use it for such purposes as long as such builder purchaser shall have at least one (1) inventory home continuously under construction at all times or completed and unsold. Such builder purchaser shall have the right to advertise and promote the model center subject to such terms and restrictions as shall be approved by the Developer and as shall not be otherwise prohibited by those Covenants and



Restrictions or by the ARB and the Planning Criteria set forth in Exhibit "A" attached to these Covenants and Restrictions as amended from time to time. At such time as the home shall cease to be used as a model home and sales center, then any special provisions for parking, fencing, advertizing, promotion, etc. to facilitate its use as a model home and sales center granted by ARB and the Developer shall terminate and the Builder shall immediately bring the home into full conformity with all requirements of these Covenants and Restrictions and the Planning Criteria for a single-family residence.

2. Dwelling Quality and Size:

Each single-family dwelling shall be located on a Lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 3,000 square feet of actual and fully enclosed building, exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaces, and exclusive of any accessory building.

3. Building Location.

(a) Front yards shall not be less than 70 feet in depth measured from the front property line to the front of any building structure, unless otherwise approved by ARB.

(b) Rear yards shall not be less than 30 feet in depth measured from the rear property line to the rear of any building structure, exclusive of unenclosed and unscreened pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 20 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 70 feet on the front and 70 feet on the side unless otherwise approved by ARB.

4. Building Height.

No building shall exceed 35 feet in height.

5. Driveway.

All driveways, motor courts, parking areas and the like shall be hard surfaced.

6. Landscaping.

A landscaping plan for each home must be prepared by a Landscape Architect registered in the State of Florida and be submitted to and approved by the ARB.

(a) Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery, or ground cover approved by ARB exists, the entire area of a Lot extending from the front Lot line to a line parallel to the front Lot line and extending from the rear-most wall of a home must be sodded, and the remainder either sodded or seeded with grass suitable for a lawn, and the grass must be kept neatly mowed. The area from the front Lot line to the edge of road pavement or curb shall also be sodded and kept neatly mowed. No type of Bahia grass shall be used.

(b) Wood mulch must be used in any areas on each Lot around shrubs and trees, unless the area up to the base of the shrub or tree is sodded.

(c) A satisfactory sprinkler, irrigation or watering system for all grassed areas must be provided and installed on each Lot.

7. Boats and Water Craft.

No boat, canoe, raft, water craft, floating vessel or floating device of any kind shall be launched, placed upon, used or allowed to remain upon Tract A or any lake, water course, drainage retention area or water conversation area in said subdivision, except such as may be necessary for the proper maintenance of such areas by duly authorized persons.

8. Construction to be by licensed Builder.

All Buildings constructed on any lot and any structural additions or alterations thereto shall be constructed by a licensed Builder approved by the Architectural Review Board.

ARTICLE IX

AMENDMENT BY DEVELOPER

As long as it shall own any portion of the property covered by these Covenants and Restrictions or any additions thereto as provided in Article II, the Developer reserves and shall have the sole right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional Covenants and Restrictions applicable to The Property which do not lower standards of the Covenants and Restrictions herein contained, and (c) to release any Lot from any part of the Covenants and Restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating to) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation. After Developer shall no longer own any portion of the

property covered by these Covenants and Restrictions, or any addition thereto, as provided in Article II, the all rights given the Developer in this Article may be exercised by the Association.

#### ARTICLE X

##### ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of The Property.

#### ARTICLE XI

##### AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The Owners may change or amend any provision hereof, except as above mentioned, in whole or in part:

A. Having fifty-one percent (51%) of all owners vote in favor of said amendment(s) at any regular or special meeting called for this purpose. The voting rights shall be as provided for in the Articles of Incorporation and By-Laws of the Association, with votes being cast either in person or by proxy and with votes being cast by the voting representative for each lot as provided for in said Articles and By-Laws; or

B. By the owners of fifty-one percent (51%) of the lots executing a written instrument in recordable form setting forth such amendment, which instrument shall only require the signature of one owner from each lot, whether the lot is owned by tenants by the entirety or otherwise. All such amendments shall be duly recorded in the Public Records of Seminole County, Florida. A proposed amendment may be instituted by the ARB, the Association, or by petition signed by fifteen percent (15%) of the then Owners. A written copy of the proposed amendment shall be furnished to each Owner at least twenty (20) days but not more than sixty (60) days prior to a designated meeting to discuss and/or vote on such particular amendments. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

## ARTICLE XII

### DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Developer, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article XI hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in Article XI.

## ARTICLE XIII

### ENFORCEABILITY

Section 1. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for an Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. Should an Owner and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of any Owner or the Association, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 1-A. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants or employees, to comply with any covenant, restriction, rule or regulations, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged violation or violations. Included in the notice shall be the date and time of a meeting of the Board of Directors at

which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is in question, the Board shall appoint three (3) impartial Members to a special hearing panel.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner for one time violations or violations which are of a continuing nature in an amount not in excess of Two Thousand Five Hundred Dollars (\$2,500.00).

(d) Fines may be imposed as "one time" fines or may be imposed using a "daily amount".

(e) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(g) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of

the person who appears as Owner on the record of the Association at the time of such mailing.

Section 4: In addition to the other rights as set forth above, the ARB, the Developer and/or the Board of Directors of the Association shall have the right to enter upon any lot, make such corrections or modifications as are necessary or remove anything in violation of the provisions hereof or the Planning Criteria and charge the cost thereto to the Owner after five (5) days written notice of violation of the sign provisions contained in Article 3, Paragraph 8 of the Planning Criteria or after thirty (30) days written notice of violation of any other Covenant or Restriction or Planning Criteria.

IN WITNESS WHEREOF, WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, has caused these presents to be signed in its name by its President, and its corporate seal to be affixed the day and year first above written.

Witnesses:

WINGFIELD DEVELOPMENT COMPANY

N/A

By: N/A President

N/A

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, well known to me to be the President of WINGFIELD DEVELOPMENT COMPANY, a Florida corporation, and that he/she acknowledged executing the aforesaid instrument in the presence of subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 1996.

N/A

NOTARY PUBLIC

State of Florida

My commission expires: \_\_\_\_\_

F:\FILES\WINGFIEL.DEC\ms

EXHIBIT "A"

WINGFIELD NORTH

PLANNING CRITERIA FOR THE ARCHITECTURAL REVIEW BOARD

WHEREAS, the Declaration of Covenants and Restrictions for Wingfield North to which this Exhibit "A" is attached, provides that the Developer form a committee to be known as the Architectural Review Board, hereinafter referred to as the "ARB"; and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions provides that said committee shall promulgate from time to time residential planning criteria for The Properties which criteria are to be set forth in writing and made known to all prospective owners of the WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions, the ARB does hereby promulgate the following residential planning criteria, which criteria shall be subject to the final approval of WINGFIELD NORTH HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I - GENERAL CONDITIONS

1. LOCAL CODES:

It is the responsibility of the Builder and/or Architect to abide by all applicable Governmental Codes and Regulations. It will be the understanding by the ARB that all final plans will be in compliance with such codes.

2. APPROVAL OF PLANS:

All homes built in Wingfield North must be approved by the Architectural Review Board (ARB) for site location, floor plan, materials, color, etc., before permits are obtained or construction started.

3. FOUNDATION:

As soon as a foundation survey is obtained, a copy is to be forwarded to the ARB. No foundation for a building shall be poured unless the same complies with the site plan approved by the ARB.

4. SITE TREATMENT:

The title holder agrees to maintain the property in a clean and sanitary condition at all times and throughout any period of construction. The title holder shall at all times maintain said property in an aesthetically attractive appearance, removing from said property all debris, dead growth and fallen vegetation. If after thirty (30) days notice, the title holder has not proceeded to clean said property as aforesaid and to do what is necessary to cause the same to present an aesthetically attractive appearance, the ARB, or its assigns, reserves the right to enter upon the premises to do the work necessary and charge the cost thereof to the title holder and if said cost thereof is not paid within thirty (30) days after sending the bill to the title holder, then the amount so billed shall bear interest from the day of the delinquency at the highest rate allowed by the laws of the State of Florida, and a claim of lien may be filed for said amount plus interest and cost of collection, including reasonable attorney's fees, incident to the collection of all sums due and the enforcement of said liens may be filed and such lien shall continue in effect against property until all sums secured by the lien shall have been fully paid.

ARTICLE II - BUILDING REQUIREMENTS

1. DWELLING QUALITY AND SIZE:

Each single-family dwelling shall be located on a Lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 3,000 square feet of actual and fully enclosed building, exclusive of garages, unglazed porches, unroofed screer patios, loggias or similar spaced, and exclusive of any accessory building.

2. BUILDING LOCATION:

(a) Front yards shall not be less than 70 feet in depth measured from the front property line to the front of any building structure, unless otherwise approved by ARB.

(b) Rear yards shall not be less than 30 feet in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 20 feet from side Lo



a minimum width of twenty-two (22) feet for a two-car garage; thirty-three (33) feet for a three-car garage; or forty-four (44) feet for a four-car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage or two (2) sixteen (16) feet doors for a four-car garage, or two, three, or four individual overhead doors, each a minimum of eight (8) feet in width, and a service door.

All garage doors, regardless of location, must be equipped with an automatic opener with remote control locations in the car and in the interior of the garage. All garages and garage doors must be maintained in useable condition. Entrance to all garages must be on the side or rear of the Lot and no garage entrances shall open to the front of the Lot except in the case of pole or tree houses, where they are sufficiently screened from view by existing natural vegetation, as determined by the ARB.

No garage shall be converted to living space or to any other use unless a substitute garage is added which meets the requirements of the Covenants and Restrictions and Planning Criteria and has been approved by ARB.

#### 10. VEHICLE PARKING & REPAIR:

No trucks of any kind shall be permitted to be parked in the residential house area for a period of more than four hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. All vehicles shall have current license plates.

No house travel trailer, camper, boat trailer, boats, or the like, shall be placed on a Lot at any time, either temporarily or permanently, unless completely hidden from public view and any neighboring residence.

#### 11. FENCING AND SCREENING:

The design, composition, location, and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB.

12. AIR CONDITIONING UNITS:

No window or through-the-wall air conditioning units will be permitted without approval of the ARB. Central air conditioning equipment must not be visible from a public street or any neighboring residence.

13. MAILBOXES:

No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed with wall receptacles attached to the residence.

14. CLOTHESLINES:

All clotheslines shall be placed at rear of and within the area encompassed by a rearward extension of the side lines of said dwelling and shall be completely hidden from public view and any neighboring residence.

15. TELEVISION ANTENNAS:

No T.V. antennas may be erected and maintained on a Living Unit if cable television is available to serve the Property. If cablevision is not available, a single T.V. antenna may be erected and maintained on a Living Unit which shall be removed on or before six months from the date of availability of said cable television. No other exterior antennas for reception or transmission are allowed. Any such TV antenna hereby allowed shall not be exposed to view from any front or side street or from any adjoining property.

16. OUTSIDE INSTALLATIONS:

No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna for radio or television shall be constructed, erected, or maintained at any time, except as provided in Article II, Paragraph 15.

17. CHIMNEYS:

All chimneys shall be of masonry construction. All chimney caps must be approved by ARB.

18. WATER WELLS AND EQUIPMENT:

All above-ground motors, tanks and other equipment used for irrigation purposes or for any other purpose shall be placed at the rear of and within the area encompassed by a rearward extension of the side line of said dwelling and shall be completely hidden from public view and any neighboring residence.

19. HEATING AND AIR CONDITIONING:

The installation and use of water to air type heat pump systems shall not be allowed unless all discharge materials are retained on the Lot upon which the equipment is installed.

ARTICLE III - SITE DEVELOPMENT

1. DRIVEWAY CONSTRUCTION:

All dwellings shall have a driveway of at least 16 feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion in accordance with plans and specifications provided by the Developer.

2. SWIMMING POOLS AND TENNIS COURTS:

Any swimming pool or tennis court to be constructed on any Lot shall be subject to requirements of the ARB, which include, but are not limited to, the following:

- (a) Composition to be of material thoroughly tested and accepted by the industry for such construction.
- (b) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the house, unless approved by the ARB.
- (c) Screening of pool area may not stand beyond on a line extended and aligned with the side walls of the side walls of the house, unless approved by the ARB.

- (d) Location and construction of tennis or other hard-surface courts to be approved by the ARB.

3. GAMES AND PLAY STRUCTURES:

All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the dwelling, or on the inside portion of the corner lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon.

4. LANDSCAPING:

A landscaping plan for each home must be prepared by a Landscape Architect registered in the State of Florida and be submitted to and approved by the ARB.

- (a) Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery, or ground cover approved by ARB exists, the entire area of a Lot extending from a line parallel to the front Lot line and extending from the rear-most wall of a home must be sodded, and the remainder either sodded or seeded with grass suitable for a lawn, and the grass must be kept neatly mowed. The area from the front Lot line to the edge of road pavement or curb shall also be sodded and kept neatly mowed. No type of Bahia grass shall be used.
- (b) Wood mulch must be used in any areas on each Lot around shrubs and trees, unless the area up to the base of the shrub or tree is sodded.
- (c) A satisfactory sprinkler, irrigation or watering system for all grassed areas must be provided and installed on each Lot.
- (d) Except for the area in which a home, pool, tennis court, road, driveway or walkway exists, the area of a Lot extending from the front lot line to a line parallel to the front lot line and extending from the rear-most wall of a home shall be referred to as the Net Planting Area. Twenty (20) per cent of the Net Planting Area must be planted with shrubbery or ARB approved ground cover unless otherwise approved by ARB. In addition, the Net Planting Area must be planted with specimen trees a minimum of twelve (12) to sixteen (16) feet in height and four (4) to four and one-half (4 ½) inch

caliper in size, the minimum number of which to be equal to one (1) tree per 1,200 square feet of the Net Planting Area, to include all existing specimen trees within the Net Planting Area. In no case shall the total cost of the landscaping improvements be less than five (5) per cent of the total cost of the Lot, home, and all improvements, unless otherwise approved by the ARB.

5. REMOVAL OF TREES:

In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them into his landscaping plan. No trees of four inches in diameter or greater at one foot about natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a home.

6. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sightline limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

7. LAND NEAR PARKS AND WATER COURSES:

No building shall be placed nor shall any material or refuse be placed or stored on any Lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. No boat landings, docks, piers, or mooring posts shall be permitted without approval by the ARB.

No Lot shall be increased in size by filling in the waters on which it abuts. The elevation of a Lot will not be changed so as to adversely affect the surface drainage of the surrounding Lots. No filling in front of

any Lot or construction of any sea wall shall be permitted without approval from the ARB.

No sewage outflow facilities on the Lot shall be placed or emptied in or upon the shore line waters of any lakes or waterways.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any Lot or on any structure or in the window of any structure on any Lot unless approved by the ARB, and then only for the purposes of advertising the house and lot for sale during and after construction of the house or for the purposes set forth in Article VIII, Paragraph 1, Sub-Paragraph (e) of the Covenants and Restrictions. After the sale of the house by the builder who constructed it, no "for sale" signs of any kind shall be displayed to the public view on any lot or on any structure or in the window of any structure on any lot, for any purpose including the resale of the lot by the then owner. The Developer shall have the right to maintain such signs as the Developer shall deem appropriate on any sales office in the subdivision and upon the Lot on which said office is situated and upon the Common Property.

9. SIDEWALKS:

A five (5) foot concrete sidewalk shall be constructed within the road right-of-way on, on Lots 10 through 13, 25, 26 and 56 through 62 in WINGFIELD NORTH and on Lots 13 through 34 of WINGFIELD NORTH, PHASE II, by the owners thereof in accordance with the requirements of ARB prior to final completion of the living unit.

ARTICLE VI - UTILITIES AND SERVICES

1. UTILITY CONNECTIONS:

All house connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing authorities.

2. GARBAGE AND TRASH DISPOSAL:

No Lot shall be used or maintained as a dumping grounds for rubbish, trash, or other waste. All trash, garbage,

and other waste shall be kept in sanitary containers and except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure or underground receptacle which the ARB shall require to be constructed with each home, which enclosures shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

3. STORAGE RECEPTACLES:

No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling house, within a walled in or screened area, or buried underground, and shall be approved by the ARB prior to construction.

The Committee's approval or disapproval as required in the above set forth residential Planning Criteria shall be in writing.

Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

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## EXHIBIT "A"

## WINGFIELD NORTH

PLANNING CRITERIA FOR THE ARCHITECTURAL REVIEW BOARD

WHEREAS, the Declaration of Covenants and Restrictions for Wingfield North to which this Exhibit "A" is attached, provides that the Developer form a committee to be known as the Architectural Review Board, hereinafter referred to as the "ARB"; and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions provides that said committee shall promulgate from time to time residential planning criteria for The Properties which criteria are to be set forth in writing and made known to all prospective owners of the WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions, the ARB does hereby promulgate the following residential planning criteria, which criteria shall be subject to the final approval of WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC.

## ARTICLE I - GENERAL CONDITIONS

## 1. LOCAL CODES:

It is the responsibility of the Builder and/or Architect to abide by all applicable Governmental Codes and Regulations. It will be the understanding by the ARB that all final plans will be in compliance with such codes.

## 2. APPROVAL OF PLANS:

All homes built in Wingfield North must be approved by the Architectural Review Board (ARB) for site location, floor plan, materials, color, etc., before permits are obtained or construction started.

## 3. FOUNDATION:

As soon as a foundation survey is obtained, a copy is to be forwarded to the ARB. No foundation for a building shall be poured unless the same complies with the site plan approved by the ARB.

## 4. SITE TREATMENT:

The title holder agrees to maintain the property in a clean and sanitary condition at all times and throughout any period of construction. The title holder shall at all times maintain said property in an aesthetically attractive appearance, removing from said property all debris, dead growth and fallen vegetation. If after thirty (30) days notice, the title holder has not proceeded to clean said property as aforesaid and to do what is necessary to cause the same to present an aesthetically attractive appearance, the ARB, or its assigns, reserves the



right to enter upon the premises to do the work necessary and charge the cost thereof to the title holder and if said cost thereof is not paid within thirty (30) days after sending the bill to the title holder, then the amount so billed shall bear interest from the day of the delinquency at the highest rate allowed by the laws of the State of Florida, and a claim of lien may be filed for said amount plus interest and cost of collection, including reasonable attorney's fees, incident to the collection of all sums due and the enforcement of said liens may be filed and such lien shall continue in effect against property until all sums secured by the lien shall have been fully paid.

#### ARTICLE II - BUILDING REQUIREMENTS

##### 1. DWELLING QUALITY AND SIZE:

Each single family dwelling shall be located on a lot or parcel of land having a land area of not less than one (1) acre and a minimum width of 150 feet at the building line. Said dwelling shall occupy a floor area of at least 2,500 square feet of actually and fully enclosed building exclusive of garages, unglazed porches, unroofed screen patios, loggias or similar spaces, and exclusive of any accessory building; provided, however, that ARB may reduce said 2,500 minimum square foot requirement to 2,300 square feet for a tree house dwelling.

##### 2. BUILDING LOCATION:

(a) Front yards shall not be less than 70 feet in depth measured from the front property line to the front of any building structure, unless otherwise approved by ARB.

(b) Rear yards shall not be less than 30 feet in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of not less than 20 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 70 feet on the front and 70 feet on the side unless otherwise approved by ARB.

##### 3. BUILDING HEIGHT:

No building shall exceed 35 feet in height.

##### 4. DETACHED STRUCTURES:

Unless approved by the ARB as to use, location, and architectural design, no garage, tool or storage room may be constructed prior to the main residential dwelling.

##### 5. EXTERIOR BUILDING MATERIALS:

The ARB shall have final approval of all exterior building materials.

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6. EXTERIOR COLOR PLAN:

The ARB shall have final approval of the exterior color plan and each building must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trim, etc.

7. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence either temporarily or permanently, except for temporary structures that may be used on Lots as sales offices during the development of Wingfield North.

8. ROOFS:

Flat roofs shall not be permitted on areas other than Florida Rooms, porches and patios, unless specifically approved by ARB. All pitched roofs must have a minimum 5/12 slope unless a lesser minimum slope is approved by ARB. The composition of all pitched roofs shall be tile, asbestos shingle, concrete construction, cedar shake shingle, slate construction, or composition approved by ARB. Asphalt shingle or fiberglass shingle shall not be approved.

9. GARAGES:

No carports shall be permitted without ARB approval. Each Living Unit shall include a garage which shall have a minimum width of twenty-two (22) feet for a two-car garage; thirty-three (33) feet for a three-car garage; or forty-four (44) feet for a four-car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage or two (2) sixteen (16) feet doors for a four-car garage, or two, three, or four individual overhead doors, each a minimum of eight (8) feet in width, and a service door.

All garage doors, regardless of location, must be equipped with an automatic opener with remote control locations in the car and in the interior of the garage. All garages and garage doors must be maintained in useable condition. Entrance to all garages must be on the side or rear of the Lot and no garage entrances shall open to the front of the Lot except in the case of pole or tree houses, where they are sufficiently screened from view by existing natural vegetation, as determined by the ARB.

No garage shall be converted to living space or to any other use unless a substitute garage is added which meets the requirements of the Covenants and Restrictions and Planning Criteria and has been approved by ARB.

## 10. VEHICLE PARKING &amp; REPAIR:

No trucks of any kind shall be permitted to be parked in the residential house area for a period of more than four hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. All vehicles shall have current license plates.

No house travel trailer, camper, boat trailer, boats, or the like, shall be placed on a Lot at any time, either temporarily or permanently, unless completely hidden from public view and any neighboring residence.

## 11. FENCING AND SCREENING:

The design, composition, location, and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARB.

## 12. AIR CONDITIONING UNITS:

No window or through-the-wall air conditioning units will be permitted without approval of the ARB. Central air conditioning equipment must not be visible from a public street or any neighboring residence.

## 13. MAILBOXES:

No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed with wall receptacles attached to the residence.

## 14. CLOTHESLINES:

All clotheslines shall be placed at rear of and within the area encompassed by a rearward extension of the side lines of said dwelling and shall be completely hidden from public view and any neighboring residence.

## 15. TELEVISION ANTENNAS:

No T.V. antennas may be erected and maintained on a Living Unit if cable television is available to serve the Property.

If cablevision is not available, a single T.V. antenna may be erected and maintained on a Living Unit which shall be removed on or before six months from the date of availability of said cable television. No other exterior antennas for reception or transmission are allowed.

16. OUTSIDE INSTALLATIONS:

No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna for radio or television shall be constructed, erected, or maintained at any time, except as provided in Article II, Paragraph 15.

17. CHIMNEYS:

All chimneys shall be of masonry construction. All chimney caps must be approved by ARB.

18. WATER WELLS AND EQUIPMENT:

All above-ground motors, tanks and other equipment used for irrigation purposes or for any other purpose shall be placed at the rear of and within the area encompassed by a rearward extension of the side line of said dwelling and shall be completely hidden from public view and any neighboring residence.

ARTICLE III - SITE DEVELOPMENT

1. DRIVEWAY CONSTRUCTION:

All dwellings shall have a driveway of at least 16 feet in width at the entrance to the garage. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion in accordance with plans and specifications provided by the Developer.

2. SWIMMING POOLS AND TENNIS COURTS:

Any swimming pool or tennis court to be constructed on any Lot shall be subject to requirements of the ARB, which include, but are not limited to, the following:

- (a) Composition to be of material thoroughly tested and accepted by the industry for such construction.
- (b) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the house, unless approved by the ARB.
- (c) Screening of pool area may not stand beyond a line extended and aligned with the side walls of the side walls of the house, unless approved by the ARB.
- (d) Location and construction of tennis or other hard-surface courts to be approved by the ARB.

### 3. GAMES AND PLAY STRUCTURES:

All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the dwelling, or on the inside portion of the corner lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon.

### 4. LANDSCAPING:

A landscaping plan for each home must be prepared by a Landscape Architect registered in the State of Florida and be submitted to and approved by the ARB.

- (a) Except for the area in which a home, pool, tennis court, road, driveway, walkway, shrubbery, or ground cover approved by ARB exists, the entire area of a Lot extending from the front Lot line to a line parallel to the front Lot line and extending from the rear-most wall of a home must be sodded, and the remainder either sodded or seeded with grass suitable for a lawn, and the grass must be kept neatly mowed. ~~The area from the front Lot line to the edge of road pavement or curb shall also be sodded and kept neatly mowed. No type of lawn grass shall be used.~~
- (b) Wood mulch must be used in any areas on each Lot around shrubs and trees, unless the area up to the base of the shrub or tree is sodded.
- (c) A satisfactory sprinkler, irrigation or watering system for all grassed areas must be provided and installed on each Lot.

### 5. REMOVAL OF TREES:

In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them into his landscaping plan. No trees of four inches in diameter or greater at one foot above natural grade can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a home.

### 6. SIGHT DISTANCE AT INTERSECTIONS:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. The same sightline limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

7. LAND NEAR PARKS AND WATER COURSES:

No building shall be placed nor shall any material or refuse be placed or stored on any Lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. No boat landings, docks, piers, or mooring posts shall be permitted without approval by the ARB.

No Lot shall be increased in size by filling in the waters on which it abuts. The elevation of a Lot will not be changed so as to adversely affect the surface drainage of the surrounding Lots. No filling in front of any Lot or construction of any sea wall shall be permitted without approval from the ARB.

No sewage outflow facilities on the Lot shall be placed or emptied in or upon the shore line waters of any lakes or waterways.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any Lot unless approved by ARB, and then only for the purposes of advertising the house and Lot for sale during and after the construction of the house. After the sale of the house by the builder who constructed it, no "for sale" signs of any kind shall be displayed to the public view on any Lot for any purpose, including the resale of the Lot by the then Owner. The Developer shall have the right to maintain such signs as the Developer shall deem appropriate on any sales office in the subdivision and upon the Lot on which said office is situated.

9. SIDEWALKS:

A six foot concrete sidewalk shall be constructed within the road right-of-way on Lots 10 through 13, 25, 26, and 56 through 62, all inclusive, by the Owners thereof in accordance with the requirements of ARB prior to the final completion of the Living Unit.

ARTICLE IV - UTILITIES AND SERVICES

1. UTILITY CONNECTIONS:

All house connections for all utilities including, but not limited to, water, sewage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing authorities.

2. GARBAGE AND TRASH DISPOSAL:

No Lot shall be used or maintained as a dumping grounds for rubbish, trash, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers and except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure or underground receptacle

Article IV

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ORANGE CO. FL.

which the ARB shall require to be constructed with each home, which enclosures shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste material, except within the confines of an incinerator, the design and location of which shall be approved by the ARB.

3. STORAGE RECEPTACLES:

No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling house, within a walled in or screened area, or buried underground, and shall be approved by the ARB prior to construction.

The Committee's approval or disapproval as required in the above set forth residential Planning Criteria shall be in writing.

Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

SCHEDULE "A"

Attached to and made a part of Quit Claim Deed from Wingfield Development Company, a Florida corporation to Wingfield North Homeowners' Association, Inc.

OFFICIAL RECORDS  
BOOK PAGE  
2419 0215  
SEMINOLE CO. FL.

All of Tract A, all of Tract B and land lying within the boundaries of all platted right of ways for all streets, courts, circles, and drives in WINGFIELD NORTH, according to the plat thereof as recorded in Plat Book 26, Pages 18 and 19, Public Records of Seminole County, Florida, including all land, if any, in said subdivision, lying Easterly of Lot 55 between the northerly line of Vista Oak Drive and the North line of said subdivision; together with all roads, rights of way, drainage, retention, water conservation, landscape and utilities easements and improvements located on or appurtenant to said properties described herein. Improvements shall specifically, include without limitation islands, medians, and guardhouse(s) which were installed, furnished, exist on, or constructed for the benefit of Wingfield North Homeowners' Association, Inc. or its members.

All of Tracts A, B, C, D, & E and land lying within the boundaries of all platted right of ways for all streets, courts, circles, and drives in WINGFIELD NORTH II, according to the plat thereof as recorded in Plat Book 38, Pages 44, 45, and 46, Public Records of Seminole County, Florida; together with all roads, rights of way, drainage, retention, water conservation, landscape and utilities easements and improvements located on or appurtenant to said properties described herein. Improvements shall specifically, include without limitation islands, medians, and guardhouse(s) which were installed, furnished, exist on, or constructed for the benefit of Wingfield North Homeowners' Association, Inc. or its members.





Department of State

I certify from the records of this office that WINGFIELD NORTH HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 19, 1982.

The document number of this corporation is 761482.

I further certify that said corporation has paid all fees due this office through December 31, 1991, that its most recent annual report was filed on May 7, 1991, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
9th day of May, 1991.



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State